



STATE OF TENNESSEE
RFP # 317.10-012-09
AMENDMENT # 3

December 23, 2008

THE SUBJECT RFP IS HEREBY AMENDED AS FOLLOWS.

A. The following RFP Schedule of Events updates or confirms scheduled RFP dates.

EVENT	TIME	DATE	UPDATED / CONFIRMED
1. State Issues RFP		November 6, 2008	CONFIRMED
2. Disability Accommodation Request Deadline		November, 14,2008	CONFIRMED
3. Pre-proposal Conference	9:00 a.m.	November 18, 2008	CONFIRMED
4. Notice of Intent to Propose Deadline		November 20, 2008	CONFIRMED
5. Written Comments Deadline		November 25, 2008	CONFIRMED
6. State Responds to Written Comments		December 23, 2008	CONFIRMED
7. Proposal Deadline	2:00 p.m.	January 14, 2009	CONFIRMED
8. State Completes Technical Proposal Evaluations		January 30, 2009	CONFIRMED
9. State Opens Cost Proposals & Calculates Scores	9:00 a.m.	February 2, 2009	CONFIRMED
10. State Issues Evaluation Notice & Opens RFP Files for Public Inspection	9:00 a.m.	February 4, 2009	CONFIRMED
11. Contract Signing		February 17, 2009	CONFIRMED
12. Contract Signature Deadline		February 24, 2009	CONFIRMED
13. Contract Start Date		March 2, 2009	CONFIRMED

B. The following State responses to the questions detailed shall amend or clarify this RFP accordingly.

QUESTION/COMMENT	STATE RESPONSE
1. I have reviewed the RFP and I cannot find any reference to the tax map and parcel number for the several tracts described in the deeds noted. The party that provided the deed references may be able to furnish the tax data as well. It would be most helpful if the tax information could be made available	18,875 Acre Tract Conservation Easement acquired by the State as of record in Book: 82 Pages 1-269 at the Morgan County Register's Office does not appear to provide County Tax Map and Parcel references. 5,930 Acre Tract acquired by the State in fee as of record in Book: 82 Pages 270-319 at the Morgan County Register's Office references Morgan County Tax Map and Parcel Numbers: 098-002.00 088-001.00 23,216 Acre Tract acquired by easement as a Wildlife

	Management Area as of record Book: 80 Pages 234-309 at the Morgan County Register's Office does not appear to provide County Tax Map and Parcel references
2. Will we be able to access the properties with a 4-wheeler ATV on this project? This will help expedite the work.	Accessing the property via ATV and/or truck will be allowed only on trails and roads. Wildlife Management Area (WMA) and Frozen Head State park staff will be on site, and survey related matters can be coordinated with them. The Contractor must coordinate with the appropriate WMA and Frozen Head State park staff when accessing areas via ATV, truck, boat, or any form of motorized transportation.
3. Could you also send me the State's standard Surveyor's Report form so that I can have it for my file?	The State has added a copy of the standard Surveyor's Report form as RFP Attachment 6.6. See revised RFP attached hereto.
4. Re: A.3.3 (Setting Pins, Corner Posts and Witness Tree Locations.) [a] Will it be required to set the standard 5/8" pin and cap along with the Carsonite marker and witness trees on boundary lines that run along a top of a rock bluff or other natural feature where there will be several angle points on impregnable material? [b] Or will the feature itself, which is more permanent than any manmade corner, serve adequately as monuments?	A pin is preferred at the corners; however there may be a circumstance where it is impossible to insert a pin. These circumstances should be documented and approved by the appropriate WMA and Frozen Head State park staff.
5. Can we get a copy/list of the attendees at today's pre-proposal conference?	See the following website for a .pdf file containing the list of attendees: http://state.tn.us/finance/oir/pcm/317_10_012_09.html
6. We have an urgent need for the digital information for the boundary work shown on page 30 of the RFP Package.	Digital information related to the boundary work and maps is available by accessing the "Digital Map Information" link on the following website: http://state.tn.us/finance/oir/pcm/317_10_012_09.html
7. We have the following questions concerning the above referenced RFP. [a] Will field crews be able to work 7 days a week? [b] Will access be allowed in gated areas? [c] Will hand guns be allowed for persons with carry permits? [d] Is certified payroll required? [e] Is there a preferred scale for the final drawings? [f] What are the specifications on the marking paint? [g] Will there be a time extension if contract runs over 156 miles?	[a] Yes. [b] Yes. This will have to be coordinated with the appropriate WMA and Frozen Head State park staff. [c] Yes, persons with gun permits will be allowed to carry handguns. However such individuals must let the Frozen Head Park Manager know they have a weapon, as well as TWRA and Wildlife Management Area Managers. Compliance with all handgun laws applies. [d] No. [e] Inch = 200 Feet. The State has amended <i>pro forma</i> Contract Section A.2.1 to clarify the State's requirements. See revised RFP attached hereto. [f] Other than color, the only specification is that it must be boundary marking paint. The State is amending <i>pro forma</i> Contract Section A.3.6, paragraph 2, to clarify the State's requirements. See

	<p>revised RFP attached hereto.</p> <p>[g] C.1 will be based on 195 linear miles, if C.1 is amended for additional linear miles a time extension would also be in order.</p>
8. [a] If a public right-of- way is severing the boundary of any of the tracts specified in the above referenced RFP, technically the right-of-way lines become boundary lines- thus dividing the property into 2 separate tracts. In a standard Boundary Survey, the right-of-way lines would be marked the same as the boundary lines. Therefore, do any of the right-of-way lines that may be established need to be marked as the boundary lines are marked for this project?	Public right of ways severing the property and not running with the property boundary will not be marked. All county, state, or legally described and recorded easement must be located on the plat with reference to recording information shown on plat.
9. [b] Do the numbers shown on the boundary survey at the property corners need to be engraved or embossed on the caps that are placed on the iron pins set at said property corners?	Yes. See A.3.2, Mark and Paint Boundary Lines.
10. [c] Are there certain specifications for the paint to be used, in regards to fading, weather resistant, etc. or any other criteria that may be pertinent to the paint?	Refer to 7[f].
11. [d] Regarding decals to be put on posts, where dual labeling exists, please clarify the placement of the decals.	Decals should be placed to visibly identify the exterior of the area bounded by approach from an adjoining tract. See Informational Note #1, below.
12. [e] Could you please provide the Standard Surveyor's Report that is required for this project?	Refer to 3.
13. [f] Regarding section A.3.1 Signs, are there any specs for the aluminum nails to be used for nailing the signs to the trees?	Yes. The State is amending <i>pro forma</i> Contract Section A.3.6, paragraph 2, to clarify the State's requirements. See revised RFP attached hereto.
14. [g] Under item C.3 Payment Methodology: b., Should the Court Appearance and Pre-Trial Meeting specifications be estimated and included in this proposal or are these to be above and beyond the amount of the contract.	The rates for Court Appearances and Pre-Trial Meetings are pre-set and fixed at the amounts given in <i>pro forma</i> Contract Section C.3.b. These rates are not to be proposed by the vendors. The only rates to be proposed by the vendors are given in RFP Attachment 6.4.
15. [a] Is it considered a conflict of interest for a member of The Board of Examiners for Land Surveyors, appointed by the governor, to submit and/or be awarded this contract?	RFP Section 4.3.9.1 provides that the State will not contract with or consider a proposal from an individual who is, or within the past six months has been, an employee or official of the State of Tennessee. A member of the Board of Examiners for Land Surveyors is a State official appointed by the Governor and performing governmental functions under Title 62, Chapter 18 of Tennessee Code Annotated, and is thus prohibited from entering into a contract under this RFP.
16. [b] Will the evaluation team have as one of its members a Registered Land Surveyor to review the	There is no legal requirement that a registered land surveyor be an evaluator, and such a person may or

technical approach?	may not be included.
17. [c] Will All Terrain Vehicles be allowed on trails?	Refer to 2.
18. [d] Will All Terrain Vehicles be allowed off trails and into the woods?	Refer to 2.
19. [e] Will liquidated damages be assessed should the project not be completed by January 13, 20011 [sic]?	The Pro Forma Contract does not contain a liquidated damages provision. The State may bring a legal action for damages in the event of a breach of contract.
20. [f] Will the 30% retainer be placed in an interest bearing account [sic] benefitting the contractor for the duration of the contract?	No.
21. [a] Is there a specific paint needed for tree marking? [b] If so what brand?	Refer to 7[f].
22. [c] What are the aluminum nail specifications?	See 13.
23. [d] Would the National Map Accuracy Standards be suitable for road and building/structure locations?	Yes, Tennessee Land Surveyors Laws and Regulations 2000 Edition - Section 0820-3-.06 Maps and Mapping, only requires that lines which are not actually surveyed must be clearly indicated on the map by a broken line and a statement included revealing the source of information from which the line is derived.
24. [e] What are the model numbers of the carsonite post needed for the project? (single [sic] sided & double sided)	See 13.
25. [f] Will the State provide a title commitment showing title exceptions, legal description, etc.? [g] What is included in the title information provided?	Yes. The State has posted a copy of title policies and deeds under the "Title Policies and Deeds" link on the following website: http://state.tn.us/finance/oir/pcm/317_10_012_09.html Prospective Proposers may download these documents from this site.
26. [h] What defines a roadway as a "legally identified roadway"? [i] What are the criteria for determining which roadways are to be located and shown on the plats (e.g. TDOT county maps, quadrangle maps, actual prescriptive use, signage on site)?	[h] Legal rights through easement recorded in courthouse or any unrecorded prescriptive easement by TDOT, County, or Federal government. [i] Roadways must be shown and referenced with recording information, but not surveyed. Sometimes a county or state may have not recorded a document but they have prescriptive rights due to the fact that they have established a road and no one has challenged it for many years. Any unrecorded government entity established roads should be shown on the plat, but not surveyed. See also answer to 26[h] above.
27. [j] Will county boundary lines need to be shown on the boundary survey? [k] How accurately do they need to be shown? [l] Are these to be surveyed?	[j] Yes. [k] Based on remote sensing data. State can provide GIS coverage to be used if desired. After the

	<p>Contract is awarded, the State will name a State contact, with whom the successful Proposer can work to obtain the GIS coverage information. County boundaries should be placed on the plat using a GIS coverage of county boundaries provided by the State to the successful bidder. Acceptable County boundary coverage can be found at TNGIS.org.</p> <p>[I] No.</p>
28. [m] Is there any state-owned rental housing available on the property?	No.
29. [n] Could the State provide a copy of the Poe [sic] Creek or Bear Hollow boundary survey deliverable?	The Pogue Creek and the Bear Hollow Surveys have not been completed, and the deliverables as required in Section A.2.1, Format & Compliance, have not been received.
30. [o] Does the boundary survey need to include locations of natural or manmade lakes or other water features such as streams or creeks?	No, unless they are the same as property boundaries.
31. [p] Will the State provide digital files of the project area for planning purposes (e.g. aerial photography, boundary shape files, .dwg files, etc.)?	Refer to 6.
32. [q] Will legal descriptions of the easements encumbering the project property have to be written or will line work shown on the boundary survey be suitable?	See <i>pro forma</i> Contract Section A.2.1.
33. [r] Will the winning bidder be able to utilize a subcontractor for special services?	Yes, subcontractors may be used pursuant to RFP Section 4.6; RFP Attachment 6.3, Section B, Item B.12; and <i>pro forma</i> Contract Sections D.5 and D.8.
<p>34. [a] A.2.1 STATE OF TENNESSEE BOUNDARY SURVEY FORMAT & COMPLIANCE (PAGE 15) --- According to "RULES OF TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS" 0820-3-.05 ACCURACY OF SURVEYS. Urban and Subdivision surveys shall meet Category I requirements and Suburban and Subdivision surveys shall meet Category II requirements. <u>All Other Land Surveys (Category III).</u> For Category III surveys in Tennessee, the angular error of closure shall not exceed 30 seconds times the square root of the number of angle turned. The linear error of closure shall not exceed 1 foot per 5,000 feet of perimeter of the lot of land (1:5,000). When very small lots of 1 acre or less are encountered, the allowable error shall not exceed 1/10 of a foot of positional accuracy at any corner.</p> <p>Do the Tennessee Department of Environment and Conversation [sic] (TDEC) and Tennessee Wildlife Resource Agency (TWRA) consider all the approximate 48,000 acres all other land surveys outside Urban, Suburban, and Subdivision?</p>	All survey work required by this RFP falls under "All Other Land Surveys (Category III)." Therefore, the State is amending <i>pro forma</i> Contract Section A.2.1 to reflect this. See revised RFP attached hereto.
35. [b] A.2.1 STATE OF TENNESSEE BOUNDARY	24 inch x 36 inch is the required plat size.

<p>SURVEY FORMAT & COMPLIANCE (PAGE 15) --- Is the 24 inch x 36 inch size maximum sheet the largest that will be accepted?</p>	
<p>36. A.2.1 STATE OF TENNESSEE BOUNDARY SURVEY FORMAT & COMPLIANCE (PAGE 15) --- [c] Is surveyor required to show location for cemeteries? [d] If yes, may the cemetery locations on existing State of Tennessee maps, showing Latitude and Longitude, be used for location purposes?</p>	<p>[c] Yes. [d] Yes.</p>
<p>37. A.2.1 STATE OF TENNESSEE BOUNDARY SURVEY FORMAT & COMPLIANCE (PAGE 15) --- [e] The Sate [sic] of Tennessee Rule 0820-2-.07 (7) requires the following certification on the face of plat: <i>I hereby certify that this is a category ____ survey and the ratio of precision of the unadjusted survey is 1: ____ as shown hereon.</i> Does the State of Tennessee require any additional certifications?</p>	<p>The State does not require any additional certifications pertaining to survey precision.</p>
<p>38. A.2.1 STATE OF TENNESSEE BOUNDARY SURVEY FORMAT & COMPLIANCE (PAGE 15) --- Will the following statements be accepted on face of survey? [f] This survey does not warrant title to surveyed property show [sic] on plat. [g] Survey conducted without benefit of title search by Title Attorney [h] Utilities not visible must be verified by proper utility authority having jurisdiction.</p>	<p>[f] Yes [g] This statement is acceptable unless the State provides title search documents for Contractor to use. [h] The Contractor shall reference the recorded easement for utilities that are either visible lines or underground. The Contractor must then locate these on the plat based on the recorded easement information.</p>
<p>39. A.3 TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION BOUNDARY LINE MARKING SPECIFICATIONS – Standards-Class A Survey--- [i] Should the Class A be a Category Survey I, II or III?</p>	<p>Category Survey III.</p>
<p>40. [j] Will all terrain vehicles be allowed on Wildlife Management Areas (WMA), Conservation Easement Areas (CE), State Park property (SP) and State Natural Areas (SNA)?</p>	<p>Yes, but only on existing roads and trails. The Contractor must coordinate with WMA and Frozen Head State park staff on the ground to obtain such access.</p>
<p>41. [k] D. STANDARDS TERMS AND CONDITIONS: SECTION D.3- TERMINATION FOR CONVENIENCE (PAGE 21)--- If the State terminates the Contract without cause, will the contractor be paid for all work associated with the boundary surveys even though sufficient boundary has not been marked to account for the per mile fee required?</p>	<p>If the State terminates this contract pursuant to Section D.3 – Termination for Convenience, that section provides that the contractor will receive compensation for satisfactory, authorized services completed as of the termination date. Therefore, the contractor will be compensated for completed boundary line that is surveyed and marked pursuant to Section C.5.</p>
<p>42. [l] Will there be an interview process for the top three bids?</p>	<p>No. The evaluation process will be as described in RFP Section 5.</p>
<p>43. [m] A. SCOPE OF SERVICES A.2 (PAGE 14). Does the State have a particular order for surveying</p>	<p>No.</p>

the boundaries listed in A.2?	
44. [n] A. SCOPE OF SERVICES A.2 (PAGE 14). Will the State provide copies of the record books referenced in paragraphs 5, 6 and 7 prior to proposal deadline?	<p>The State has posted a copy of title policies and deeds under the "Title Policies and Deeds" link on the following website:</p> <p>http://state.tn.us/finance/oir/pcm/317_10_012_09.html</p> <p>Prospective Proposers may download these documents from this site.</p>
45. [a] Do all oil and natural gas wells need to be located and shown on survey? [b] If so, do easements for each need to be shown?	<p>See <i>pro forma</i> Contract Section A.2.1</p> <p>[a] Yes, but only for easements described in a legally recorded document. The location should be shown, not surveyed, and recording information included on plat. Unrecorded wells are not shown.</p> <p>[b] Yes, if they are on a recorded easement; however, they are not surveyed</p>
46. [c] Do existing lease lines for oil, gas, timber, mineral rights need to be located and shown on survey? [d] If so, do easements for each need to be shown?	<p>[c] See <i>pro forma</i> Contract Section A.2.1. However, these are only to be shown on the survey if the rights have been previously legally recorded.</p> <p>[d] Yes, under the circumstances described in 46[c] above.</p>
47. [e] Do mineral and timber rights retained prior to the sale to the state by third parties need to be shown on survey?	The general location of tracts encumbered by recorded outstanding rights shall be identified on the plat.
48. [f] Do all or some of the above need to be marked on the ground as part of this survey?	The will be no marking of easements on the ground, only on the plat.
49. [g] Will the awarded contractor be able to use the state's contract for the purchase of supplies, i.e.; Carsonite Posts: State price \$8/ea Private Retail \$14/ea?	No.
50. [h] Will the RFP be amended to include all materials provided by the appropriate agencies?	<p>The State is amending the <i>pro forma</i> Contract Section A.3.6 Paragraph 2 to clarify the materials that the Contractor will provide. The State does not intend to provide any materials not explicitly listed as provided by the Tennessee Department of Environment and Conservation in Section A.3.6, and does not intend to amend the RFP further to provide any additional materials.</p> <p>See revised RFP attached hereto.</p>
51. [i] Can a subcontractor be selected and hired after the contract is awarded if the state approves of said subcontractor?	Yes, pursuant <i>pro forma</i> Contract Section D.5. Note, however, that Proposers must declare all subcontractors known to the Proposer at the time of the Proposal, in accordance with RFP Attachment 6.3, Section B, Item B.12.
52. [a] Will the surveyor be required to survey the interior roads within this subject property whether	[a] Survey of interior roads will only occur if road is a private fee owned road (not an easement or included

<p>they are public roads or private roads? [b] If so...Will both sides of the roads need to be posted and/or painted to show the proper ownership? [c] Also if the surveyor is required to locate and/or mark the edge of the road, will that be added as part of the compensated boundary?</p>	<p>in conservation easement rights held by State). It would be treated the same as a private in-holding.</p> <p>[b] The Contractor will only mark the road if it is a boundary of property between State and private fee owned land.</p> <p>[c] If the condition outlined in 52[a] above is met then the line would be surveyed and marked and would be part of work compensated for under this contract.</p>
<p>53. [d] If there are any easements leading into or across the subject property, is the survey required to locate and survey these easements or shall the surveyor only refer to the existing easements be [sic] deed of record?</p>	<p><i>Pro forma</i> Contract Section A.2.1 states that "Encumbrances and legally recorded easements that cross the subject property or provide access to the subject property must be described, recited in the written description and noted on the plat with proper recording data."</p>
<p>54. Are the wage rates for this RFP regulated other than minimum wage standards.</p>	<p>No.</p>
<p>55. [a] If boundary follows a public roadway, does it need to be marked?</p>	<p>Yes.</p>
<p>56. [b] Do public roads that lie within a boundary need to be marked?</p>	<p>Public roads that lie within a boundary, must be shown on the Plat pursuant to <i>pro forma</i> Contract Section A.2.1, but not surveyed and marked.</p>
<p>57. [c] Does the boundary follow any stream or waterways?</p>	<p>Based on a topographical map, there are a few streams that may be involved, but this needs to be decided by the surveyor.</p>
<p>58. [d] Are there any extreme conditions, such as shear bluffs, swamps, rivers, etc?</p>	<p>Based on a topographical map, there are a few streams that may be involved. There may also be other extreme conditions, but this needs to be decided by the surveyor.</p>
<p>59. [e] In the scope of services the linear miles to be surveyed is approximated at 156. The LF listed on the GIS Map adds up to 862,582.73 or 163.37 miles. Which number should be used for estimating bids?</p>	<p>The estimated linear miles and the linear miles derived from GIS linear feet are of limited relevance to the Proposer's bid, since the Proposer is Proposing a "Cost Per Linear Mile Surveyed." (See RFP Attachment 6.4.)</p> <p>For purposes of determining the Evaluation Cost Amount and the maximum amount that the State intends to spend for surveying work under this contract, the State has established a "Weight" of 195 linear miles. This Weight is for evaluation purposes and to establish the upper-dollar limit for the Contract. It does not guarantee that the State will pay the vendor for 195 linear miles; the State will pay the vendor for the actual number of linear miles surveyed, up to, but not to exceed 195 linear miles.</p> <p>If it appears that the linear miles surveyed will exceed 195, then, at the State's sole option, the State may execute a Contract Amendment to compensate the Contractor for the additional effort. If additional time is required to complete the survey, at the State's option, the State may exercise Contract Section B.2, which has been added to the revised RFP attached hereto.</p>

60.	[f] Can ATV's and boats be used if necessary for the duration of the project?	With regard to ATV's, refer to 2 above. Boats will be permitted. The Contractor must coordinate with the appropriate WMA and Frozen Head State park staff in order to access areas via boat.
61.	[g] Is this project to be surveyed in sequential sections by department?	No.
62.	[h] Will there be a specific order in which this survey will need to be completed?	No.
63.	[i] Will a survey report be provided?	Yes. Pursuant to <i>pro forma</i> Contract Section A.2.1, a surveyor's report will be provided by the surveyor on the State's form, in which the surveyor will provide responses and reference Plat Page in the survey. The State has amended the RFP to include a copy of the standard Survey Report form as RFP Attachment 6.6. See revised RFP attached hereto.
64.	[j] Due to inclement weather, natural disasters, and unforeseen circumstances, will the timeframe to complete the scope of services be extended if necessary?	Section D.15 Force Majeure might provide grounds for a contract extension; however, the State would make the final determination in such circumstances.
65.	[k] What types of roads will need to be located inside the polygons? (public roads, paved roads, gravel roads?)	<i>Pro forma</i> Contract Section A.2.1 requires that "All legally identified roadways . . . shall be shown on the plat."
66.	[l] Can clarification be made on which materials the state will provide and which materials the surveyor will need to furnish?	The State is amending <i>pro forma</i> Contract Section A.3.6, paragraph 2, to clarify the State's requirements. See revised RFP attached hereto. See also 50 above.
67.	[m] When marking boundary or division lines that run with a road that have designated right-of-ways, how do these roads need to be marked in regards to pins?	See <i>pro forma</i> Contract Section A.3.1. The Contractor shall mark these as per the marking specifications described in Section A.3.1, which indicates markings to be along right of way far enough to avoid removal by road maintenance crews. Additional markers will be added indicating actual boundary line being center of road. Survey plat and calculations will be based on actual location of boundary line, be it in the road or outside of road surface.
68.	[a] What is the dollar amount of certificate of insurance required for the prime and subcontractors [sic]?	See <i>pro forma</i> Contract Section E.8 for the <u>Prime Contractor's</u> Insurance dollar amount requirements. The State is not mandating insurance coverage for the subcontractors, since the Prime Contractor will be held responsible, financially and otherwise, for all work performed under the contract.
69.	[b] Can a prime sub to another prime?	No. See RFP Section 4.3.7.
70.	[c] public Right of Ways, easements of any kind, Gas and/or Oil Well leases will be shown on the final drawing but will not require to be field marked (boundary signage) and/or metes and bounds (bear & distances) shown on the final drawing, expect [sic] where they form the external boundary?	That is correct. <i>Pro forma</i> Contract Section A.2.1 also requires that "Encumbrances and legally recorded easements that cross the subject property or provide access to the subject property must be described, recited in the written description"

71. [d] Access to locked gates will be provided?	Yes. The Contractor will need to coordinate this with the appropriate WMA and Frozen Head State park staff.
72. [e] Access to all trails, roads and generally overall the properties will be made available via 4-wheeler and/or trucks?	Refer to 2.
73. [f] Overnight camping in tents and/or camping trails will be allowed?	Yes. The Contractor will need to coordinate this with the appropriate WMA and Frozen Head State park staff.
74. [g] What supplies will be provided for marking boundary lines?	See 66 above.
75. [a] Will final payment for a transaction number occur when all work on that transaction number is finished, or when all work on the entire project is finished?	When all work on the entire project is finished.
76. [b] Can we receive the electronic data used to create the map in the proposal? The image is currently a PDF. It is hard to do planning and pricing based on that map. Some software was used to create that map. Whatever that software is, it has certain files that contain the linework that would be much better.	See response to 6 above.
77. [c] Section A.2.1. states "all legally identified roadways, and site improvements including buildings, sidewalks, and driveways, etc, shall be shown on the plat". This RFP is for an enormous tract of land. It would be a tremendous undertaking for the surveyor to search the entire property for improvements. It would be an even greater undertaking than that to actually survey the improvements. Do we need to locate all the improvements, or just those in the proximity of the boundary line?	Section A.2.1 of the pro forma Contract has been amended. Improvements are not required to be shown in the survey unless they are an encroachment on the boundary line
78. [d] There are a few lines (blue mostly) that are interior tract lines to separate out state agencies. Are these existing tract lines, and if they are not and they are new lines, are we allowed to use trees for the new corners?	No. Pins are to be used for corners.
79. [e] Are there any hostile neighbors we need to know about?	None known at this time
80. [f] Does the state have a place onsite where we could stockpile materials?	Yes, through TDEC and Frozen Head State Park. The Contractor will need to coordinate this with the appropriate WMA and Frozen Head State park staff.

- C. Informational Note #1** – The State has amended the *pro forma* Contract to clarify the State's requirements with regard to blue line and black line boundaries. See revised RFP attached hereto, RFP Attachment 6.1, *pro forma* Contract Section A.2, Paragraphs 9 and 10.
- D. Informational Note #2** – The State is amending Contract Attachment B, Site Map Emory River-Brimstone Tracts and adding Contract Attachment D, Topographical Map-Emory River-Brimstone Tracts. See Contract Attachment

B and D in the .pdf version of the RFP on the following website:

http://state.tn.us/finance/oir/pcm/317_10_012_09.html

- E. Informational Note #3** – The State is amending the RFP to clarify the requirements pertaining to Proposals from Joint Ventures. Please see RFP Section 4.21 in the revised RFP attached hereto.
- F.** Delete RFP 317.10-012-09 in its entirety and replace the document with RFP 317.10-012-09, Release 2 (attached hereto).

NOTE: ALL revisions from the previously released RFP document will be emphasized in the attached document as follows. (1) The sentence or paragraph involving any revision in which text is replaced with new text or new text is simply added will be highlighted in yellow. (2) The location of any revision in which text is deleted but not replaced will be denoted by the words, “TEXT DELETED**” in bold red caps inserted in the place of the text that is deleted but not replaced.**

**STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
REQUEST FOR PROPOSALS
FOR
SURVEY OF THE EMORY RIVER/BRIMSTONE TRACTS
RFP NUMBER: 317.10- 012-09**

**December 23, 2008
Release 2**

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RFP ATTACHMENTS:

6.1 *Pro Forma* Contract

Attachment A – Attestation Re Personnel Use in Contract Performance

Attachment B- Site Map Emory River-Brimstone Tracts

Attachment C – Sketch Map – Emory River –Brimstone Tracts

Attachment D– Topographical Map – Emory River –Brimstone Tracts

6.2 Proposal Transmittal/Statement Of Certifications & Assurances

6.3 Technical Proposal & Evaluation Guide

6.4 Cost Proposal & Scoring Guide

6.5 Proposal Score Summary Matrix

6.6 Surveyors Report

1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Finance & Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure a contract for a survey of the Emory River/Brimstone Tracts located in Morgan and Scott Counties.

1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Emily M. Passino, Ph.D.
 Senior Management Consultant
 Finance & Administration/Office of Consulting Services
 Snodgrass TN Tower, 12th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1700
 Phone: (615) 741-6030
 Fax: (615) 532-1892
 Email: http://www.state.tn.us/finance/rds/consulting_services_home.html

1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

- 1.5.1 **Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.**
- 1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.
- Dorothy Vaughn
Department of Finance & Administration
William R. Snodgrass Tennessee Tower, Suite 1700
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102
Phone: (615) 741-7361
Fax: (615) 741-6164
Dorothy.Vaughn@state.tn.us
- 1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.
- 1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:
- RFP-317.10-012-09
- 1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- 1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.
- 1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).
- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.
- 1.6 Notice of Intent to Propose**
- Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:
- Proposer's name
 - name and title of a contact person
 - address, telephone number, and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

The Sumner Room – 3rd Floor
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (<u>all</u> dates are state business days)
1. State Issues RFP		November 6, 2008
2. Disability Accommodation Request Deadline		November 14, 2008
3. Pre-proposal Conference	9:00 a.m.	November 18, 2008
4. Notice of Intent to Propose Deadline		November 20, 2008
5. Written Comments Deadline		November 25, 2008
6. State Responds to Written Comments		December 23, 2008
7. Proposal Deadline	2:00 p.m.	January 14, 2009
8. State Completes Technical Proposal Evaluations		January 30, 2009
9. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	February 2, 2009
10. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	February 4, 2009
11. Contract Signing		February 17, 2009
12. Contract Signature Deadline		February 24, 2009
13. Contract Start Date		March 2, 2009

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

- 3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).
- 3.1.2 Each Proposer must submit one (1) original and three (3) copies of the Technical Proposal to the State in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP- 317.10-012-09-- Do Not Open”

- 3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP- 317.10-012-09 -- Do Not Open”

- 3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP- 317.10-012-09”

- 3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Dorothy M. Vaughn, RFP Coordinator
 Department of Finance and Administration, Procurement and Contract Management
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, Suite 1700
 Nashville, TN 37243-1102
 Telephone: 615.741-7361
 Fax: 615-741-6164
Dorothy.vaughn@state.tn.us

- 3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

- 3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

- 3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).
- 3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Scoring Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9 The State shall not contract with or consider a proposal from:

4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a

“blind trust” arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

- 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
- 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
- 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal’s variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer’s Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State’s prior, written approval.
- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State’s prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker’s compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of

such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

While registration with the state is not required to make a proposal, a service provider must be registered to do business with the state of Tennessee before approval of an awarded contract. To meet this prerequisite, an unregistered service provider must simply register as required prior to contract approval. Fast and easy access to *Online Contractor Registration* is available at the following Internet URL:

www.state.tn.us/finance/rds/ocr/register.html

(For more information about registration, please contact the Department of General Services at (615) 741-1035 or vendor.registration@state.tn.us.)

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after

the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma Contract*, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.21 Joint Ventures

Proposals from joint ventures are acceptable. However, such Proposal should be designed to minimize any administrative burden on the State as a result of the participation of multiple entities. Proposals from joint ventures shall clearly set forth the respective responsibilities and functions each principal to the joint venture would perform if awarded the contract. If submitting a Proposal as a joint venture, the Proposer must submit a copy of the joint venture agreement(s) that identifies the principals involved as well as their rights and responsibilities regarding performance and payment. The proposal transmittal letter must be signed by all principals and include all required information. If the joint venture is awarded the contract, the State shall require, at a minimum, the following:

4.1.1 All principals to the joint venture must sign the contract with the State;

4.1.2 The joint venture must designate a single point of contact who shall have the authority to represent all principals in the joint venture;

4.1.3 All principals to the joint venture shall be jointly and severally liable to the State for performance of the contract. Upon any default of a principal to the joint venture, the remaining principal(s) shall take all appropriate actions to ensure that services are uninterrupted and shall be responsible for complying with all contract requirements, at no additional cost to the State.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	40
Technical Approach	30
Cost Proposal	30

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
- 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
- 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
- 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1**PRO FORMA CONTRACT**

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE & ADMINISTRATION
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the “State” and **CONTRACTOR LEGAL ENTITY NAME**, hereinafter referred to as the “Contractor,” is for the provision of Boundary Survey of the Emory River/Brimstone Tracts, as further defined in the “SCOPE OF SERVICES.”

The Contractor is **A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.**

Contractor Federal Employer Identification or Social Security Number: **ID NUMBER**

Contractor Place of Incorporation or Organization: **LOCATION**

A. SCOPE OF SERVICES:

- A.1 The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2 The State of Tennessee has recently acquired approximately 48,000 acres of land in Scott and Morgan Counties known as the Emory River/Brimstone Tracts from The Nature Conservancy.

Sunbright, Tennessee is near the western boundary of the Emory River/Brimstone Tracts; U.S. Highway 27 traverses between two of the western Tracts near Sunbright, Tennessee, and State Highway 62 and State Highway 116 traverse near portions of the Southern and Eastern Boundary of the Tracts near Frozen Head State Natural Area.

This property is under the domain of two State agencies; the Tennessee Department of Environment & Conservation (TDEC) and the Tennessee Wildlife Resources Agency (TWRA).

The land acquired will be used as a Wildlife Management Area (WMA) a Conservation Easement Area (CE) a State Park (SP) and as a State Natural Area (SNA).

Approximately 18,875 acres was acquired by conservation easement as of record in Book: 82 Pages 1-269 at the Morgan County Register’s Office. The conservation easement area consists of three closed polygons. (*Approved by State Building Commission September 24, 2007 – Transaction Tracking Number 07-05-035*).

Approximately 5,930 acres was acquired in fee as of record in Book: 82 Pages 270-319 at the Morgan County Register’s Office. This area will be used as a State Park and a State Natural Area and consist of four closed polygons. (*Approved by State Building Commission September 24, 2007 – Transaction Tracking Number 07-02-003*).

Approximately 23, 216 acres was acquired as a Wildlife Management Area as of record in Book: 80 Pages 234-309 at the Morgan County Register's Office. The WMA consist of one closed polygon. *(Approved by State Building Commission September 24, 2007 – Transaction Tracking Number 07-02-005).*

The total area to be surveyed consists of eight closed polygons and approximately 156 linear miles of boundary line. The entire boundary will be surveyed and a metes and bounds description will be provided for each polygon, but boundary marking requirements will be based on the portion of the boundary line that is surveyed. The attached site map, Attachment B shows the tracts and delineates the boundary marking requirements. **The attached topographical map, Attachment D shows the tracts and delineates the boundary marking requirements.**

TDEC Boundary markings that are included herein, will be used for all **black line** portions of the boundary with the exception of paint colors, carsonite marker color and decals - stickers; the portion of the black line boundary that bounds the WMA, which is under the domain of the Tennessee Wildlife Resources Agency (TWRA) will have yellow paint, yellow carsonite markers and TWRA decals – stickers, all other boundary mark provisions along the black line boundary of the WMA will be in accordance to TDEC Boundary Mark Specifications. The TDEC portion of the black line boundary will have orange paint and orange carsonite markers to reflect that the boundary is under the domain of the Tennessee Department of Environment & Conservation (TDEC). Stickers – decals will identify the bounded area as a Conservation Easement Area, a State Park or as a State Natural Area.

Blue line portions of the boundary will be marked in accordance to TDEC Boundary Mark Specifications, but will be double marked; only orange carsonite markers will be used on the share line boundary; the surveyor will use TWRA Decals – Stickers and Yellow Paint on the TWRA side of the boundary line between the Conservation Easement Area and WMA and TDEC orange paint and Conservation Easement Decals – Stickers on the TDEC side of the boundary line. The Blue line portion of the boundary line between the State Park and Conservation Easement Area, and the Blue line portion of the boundary line between the State Park and the State Natural Area will have orange paint to reflect that the boundary line is under the domain of the Tennessee Department of Environment & Conservation, but will include separate decals – stickers to delineate the side of the boundary that is State Park from the side of the boundary line that is conservation easement area and separate decals – stickers to delineate the side of the boundary line that is State Park from the side of the boundary line that is State Natural Area

Red line portions of the boundary will not be marked, and will be dealt with in accordance to TDEC Boundary Mark Specifications for Adjacent State owned tracts, in which the surveyor will remove boundary mark signage and paint over interior property lines.

Hatched Red Line portions of the boundary will not be marked and the surveyor will not remove existing boundary markings.

The Yellow Line portion of the boundary is a shared line between a State Park and Frozen Head State Natural Area in which SNA boundary markings currently exist. The surveyor will provide State Park signage to delineate the side of the boundary line that bounds the State Park.

A.2.1 **State of Tennessee Boundary Survey Format & Compliance**

Provide a Category **III** boundary survey **TEXT DELETED**, tied to the Tennessee Coordinate System, 1983 Datum, conforming with Tennessee Code Annotated Title 66, Sections 66-6-101 through 66-6-106; provide a narrative metes and bounds description, with the point of beginning starting from a stated X-Y, or the N-E, coordinate for the parcel, and provide a certificate of survey. Provide a parcel plat **drawing on a scale of 1 inch = 200 feet**, on mylar, 24 inch x 36 inch, and furnish two (2) reproducible mylars the same size and four (4) **blue line** or **black line** copies, the same size, of each parcel to the State. Legal description and plat must show all points of

beginning with coordinates and 1983 datum. Plats with witness trees as a part of the boundary mark specifications, must include a table of all witness trees directions and distances by corner number. A certified paper copy of the legal description must be provided. Use of symbols in the description is not acceptable. Minutes, Seconds, Feet, etc. in the legal description must be spelled out. Additionally, North and East Coordinates must be shown on at least one other point of the boundary other than the point of the beginning. It will be desirable if coordinates are provided at all points. State plane coordinates and ellipsoid values given in meters by GPS providers must be converted to U.S. Survey Feet. Adjoining landowners must be shown with applicable deed recording data. All legally identified roadways, **TEXT DELETED** encumbrances, and legally recorded easements that cross the subject property or provide access to the subject property must be described, recited in the written description and noted on the plat with proper recording data. All legal descriptions that result in a closed polygon must describe the area contained in acres. A Surveyor's report shall be provided on the State's form (see RFP Attachment 6.6).

- A.2.2 If a difference is found between the physical evidence possession line and the deed boundary line, the surveyor shall be required to contact all landowners involved in the difference and resolve the dispute, if possible. The surveyor shall show all disputed lines on the plat with proper recording data and advise the Real Estate Specialist of the problem.
- A.2.3 The Vendor will provide two digital copies of the survey in labeled compact disk(s) in durable containers that will contain the narrative legal description as a Microsoft Word document file and the survey drawing in DXF and PDF.
- A.2.4 The survey and plat should comply with or exceed those items listed as being representative of acceptable practice in the current Rules of Tennessee State Board Examiners for Land Surveyors.
- A.2.5 Transaction Numbers in accordance to State Building Commission Approvals as italicized in Section A.2 paragraphs 5-7 will be shown for each closed polygon on all documents submitted to the State, including mylars, plats, legal descriptions and invoices. The survey, letters of transmittal and invoices for services must be submitted to the Bill Avant with the Tennessee Department of Environment & Conservation (TDEC) at the location shown in Section C.5.a.

A.3 TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION BOUNDARY LINE MARKING SPECIFICATIONS

Standards - Class A **Category III** Survey

A.3.1 Signs

The tracts are to be marked with orange "carsonite" (or equivalent) markers on all corners (both in cleared and forested areas) and along property lines that are in a non-woody or non-forested condition (cleared land). In forested areas a 2.5x12 inch metal sign (supplied by State) will be nailed to trees, using aluminum nails leaving ½ of the nail exposed for tree growth. Sign or marker spacing shall not be more than two hundred (200) feet, or each sign shall be visible from the subsequent sign, whichever is the least distance. A minimum of two (2) signs or markers will be required between all corners. All signs and markers will have a TDEC decal (supplied by the State).

Property lines that follow fence lines and tree lines where vegetation is thick are to be signed on the line even if signs are not visible from one to the other.

All property lines that cross vehicular trails, hiking trails, and/or roads should be signed. All property lines that cross permanent streams should be signed.

Boundary lines that follow the middle of a stream should have markers installed on the stream bank. Boundary lines that follow the middle of a road should have markers installed along the edge of the maintained road right of way (far enough not to be disturbed by road crew's mowing equipment). Road and stream markers will have an additional decal or sign installed that indicates the boundary line is the center of the road or stream.

Boundary lines that follow the mean low water mark of a river or reservoir should have markers installed on the high bank. These markers will have an additional decal or sign installed that indicates the boundary line is the mean low water mark.

A.3.2. Mark and paint boundary line

Corners will be marked with orange "carsonite" markers and 5/8 inch rebar pins with a 1 ½ inch aluminum cap. Caps shall be engraved in 3/16 inch text with corner/pin number, surveyor's number, year, and a line indicating the direction of the survey line. Numbers on caps shall correspond to numbers in the description and on the plat.

On corners, where trees are within one hundred (100) feet and on the State property or property the State is acquiring, three (3) witness trees shall be referenced pointing to the monument or pin by three (3) hacks, six inches apart and one (1) blaze below the hacks (see definitions below). A bearing and distance should be measured to each witness tree. Existing marked witness trees shall be remarked. Witness trees shall be marked with white paint.

A.3.3. Setting Pins, Corner Posts and Witness Tree Locations

"Carsonite" Corner Posts and Witness Trees - Setting "carsonite" corner posts and establishing corner witness trees in impregnable materials, along lines with multiple corners, or other difficult situations may deviate from "TDEC Boundary Line Specifications" as follows with prior written approval by the State:

Corners: "Carsonite" corner posts may be placed at periodic corner intervals where the general run of the boundary makes a major angular change in direction. Spacing of "carsonite" corner posts shall be no greater than 200 feet of boundary length or placed at the next closest corner if a corner does not fall within 200 feet from the previous "carsonite" corner post location.

Witness Trees: Witness trees shall be established along with the setting of "carsonite" corner post locations as described above under Corners.

Pins: Rebar 5/8 inch pins may be less than 18 inches per Rule 0820-3-.07 section 1 (h) 2 of the "Standards of Practices" if impregnable material is encountered. Such pins shall not be less than 10 inches in length.

An on-line tree shall be blazed on-line, fore and aft, and the blaze painted orange, also the tree should be painted in orange with no blaze on the side facing private ownership. Trees within three (3) feet of the line shall be marked with (2) orange painted hack marks facing the line. Each marked tree shall be visible from the succeeding marked tree. Paint shall be applied by brush without thinning. Hack only the trees on government property. Paint trees on both sides of the line except do not paint trees on private property when the line is visible from homes and aesthetics may be a problem.

A.3.4. Adjacent Tracts

When surveying a tract adjacent to State owned property, remove the "carsonite" (or equivalent) markers or signs and black out orange paint that would be on interior property lines and post only the new exterior property lines. Also, only blaze and paint exterior property lines of adjacent tracts.

A.3.5. Definitions

(1) Blaze - A cut made into the cambium layer (inner bark) of a tree about five (5) feet above the ground, 3" to 4" wide and 6" to 8" long.

(2) Hack - A single horizontal or diagonal cut penetrating the wood, but not notched. Trees along the line shall be marked with two (2) hacks approximately five (5) feet above the ground, cut diagonal hacks shall be painted Orange, approximately 3" wide and 4" to 10" long, depending on the size of the tree.

A.3.6 Materials

The Tennessee Department of Environment and Conservation shall furnish the following special items:

Signs (2.5x12)

Stickers for "Carsonite" Markers

Roadway and Stream decal

All other surveying and working tools and materials needed to do the job will be furnished by the Surveyor, which shall include, **but not be limited to:**

"Carsonite" Markers (or equivalent): CBM-250

5/8 inch Re-bar

1 ½ inch aluminum caps

6 inch aluminum nails

Orange and White boundary marking paint

A.3.7. Clean up

The Contractor shall remove daily all bottles, cans, paper, and other litter left by the contractor from the land being surveyed. Contractor, his agent, employee, and invites, shall also comply with all other laws and regulations while on State property.

B.1 **CONTRACT TERM:**

This Contract shall be effective for the period commencing on **March 2, 2009** and ending on **June 30, 2011**. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the **original Contract**, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the **original Contract**.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **WRITTEN DOLLAR AMOUNT (\$NUMBER)**. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability

represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Property Surveying as required by scope of services	\$ NUMBER per linear mile surveyed
Court Appearance of 4 hours or Less in One Day (applicable only as required by the State)	\$ 250.00 each
Court Appearance of More than 4 Hours in One Day (applicable only as required by the State)	\$ 500.00 each
Pre-Trial Meeting of 4 hours or Less in One Day (applicable only as required by the State)	\$ 250.00 each
Pre-Trial Meeting of More than 4 Hours in One Day (applicable only as required by the State)	\$ 500.00 each

NOTE: The maximum liability in Section C.1., above, is estimated based on a number of linear miles equal to 125% of the number expected. Nevertheless, it could become necessary to amend this contract if the maximum liability detailed is inadequate to fund due compensation for the actual linear miles surveyed and all other contingent service as may be required by the State at the rates detailed above.

- c. Notwithstanding the forgoing, thirty percent (30%) of the total amount payable under each invoice shall be retained by the State as detailed in section C.10.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Bill Avant
Tennessee Department of Environment & Conservation

401 Church Street, 10th Floor
Nashville, Tennessee 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name and State Assigned Tracking#: Department of Finance and Administration, Real Property Administration; **STATE ASSIGNED TRACKING NUMBER**
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced; specifically for invoices for linear miles of completed boundary line surveyed and marked and shall include survey quadrants bearing and distance calls for each line segment along with beginning and ending global positioning system (GPS) waypoints, decimal degrees format, for the portion of the boundary surveyed and must attach a sketch map, similar to the example (See Contract Attachment C, shall be provided to aid State employees in locating the portions of the survey being invoiced and verifications of field markings by the agencies;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or

Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- C.10. Retention of Final Payment. An amount equal to thirty percent (30%) of each total amount invoiced shall be withheld by the State until final completion of the services to be performed by the Contractor including receipt by the State of all the following:
- a parcel plat on mylar, 24 inch x 36 inch, and furnish two (2) reproducible mylars the same size and four (4) blueline or blackline copies, the same size, of each parcel to the State;
 - a Legal description and a certified paper copy of the legal description;
 - a Surveyor's report on the State's form; and
 - Two digital copies of the survey in labeled compact disk(s) in durable containers that will contain the narrative legal description as a Microsoft Word document file and the survey drawing in DXF and PDF.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the

Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Bill Avant, GIS Land Acquisition Manager
 Tennessee Department of Environment & Conservation
 401 Church Street, 10th Floor
bill.avant@state.tn.us
 Telephone (615) 532-0052
 FAX (615) 532-0778

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
 CONTRACTOR NAME
 ADDRESS

EMAIL ADDRESS
 Telephone # NUMBER
 FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract,

the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.7. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-317.10-012-09 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

E.8. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:

TEXT DELETED

- (1) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. GOETZ, COMMISSIONER

DATE

APPROVED:

**M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION**

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT
PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

ATTACHMENT B

SITE MAP –Emory River-Brimstone Tracts

Emory River-Brimstone Tracts Site Map to Follow on Next Page

ATTACHMENT C

SKETCH MAP – EMORY RIVER –BRIMSTONE TRACTS

Emory River- Brimstone Tracts Sketch Map To Follow On Next Page

ATTACHMENT D

TOPOGRAPHICAL MAP – EMORY RIVER-BRIMSTONE TRACTS

Emory River- Brimstone Tracts Topographical Map to Follow on Next Page

Emory River/Brimstone

Legend

Highways

Survey Markings

Do Not Mark - do not remove markings

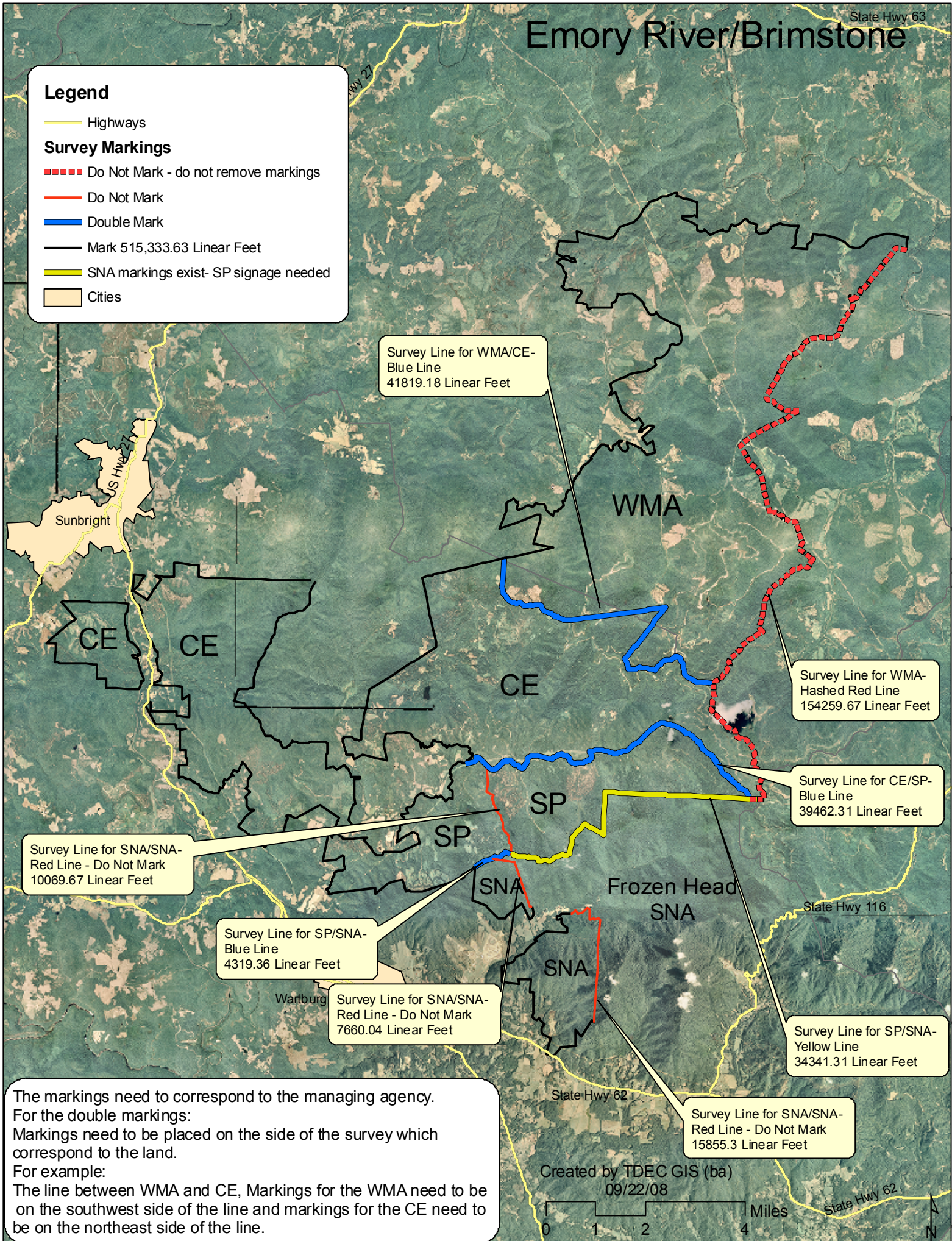
Do Not Mark

Double Mark

Mark 515,333.63 Linear Feet

SNA markings exist- SP signage needed

Cities



The markings need to correspond to the managing agency.

For the double markings:

Markings need to be placed on the side of the survey which correspond to the land.

For example:

The line between WMA and CE, Markings for the WMA need to be on the southwest side of the line and markings for the CE need to be on the northeast side of the line.

Beginning (Decimal
Degrees)

N 34.23456

W 87.08234

Transaction XX-XXX-XXX

Invoice # XXXXXX

Date: MM/DD/YYYY

L1

N 123° 39' 15" E
83.02'

L2

N 74° 33' 15" E
97.12'

"Carsonite Post
L3

S 03° 15' 37.5" E
122.03'

L4

S 10° 13' 15" W
57.46'

L5

S 09° 47' 33" E
65.32'

L6

N 59° 47' 33" E
110.93'

"Carsonite Post
L6

Witness Trees

"Carsonite Post
L8

L7

N 03° 039' 55" E
71.02'

N 97° 00' 34" E
83.02'

Witness Trees

L9
N 120° 45' 59" E
48.22'

L10

"Carsonite" & Witness Trees		
Line #	Bearing	Distance
L3	N 13° 02' 25"	10.89'
	N 93° 16' 49"	21.78'
L6	N 23° 55' 17"	10.50'
	N 34° 12' 00"	05.93'
L8	N 23° 02' 88"	15.64'
	N 95° 18' 33"	18.89'



End (Decimal
Degrees)

N 34.00123

W 87.00234

Emory River/Brimstone

Legend

Highways

Survey Markings

Do Not Mark - do not remove markings

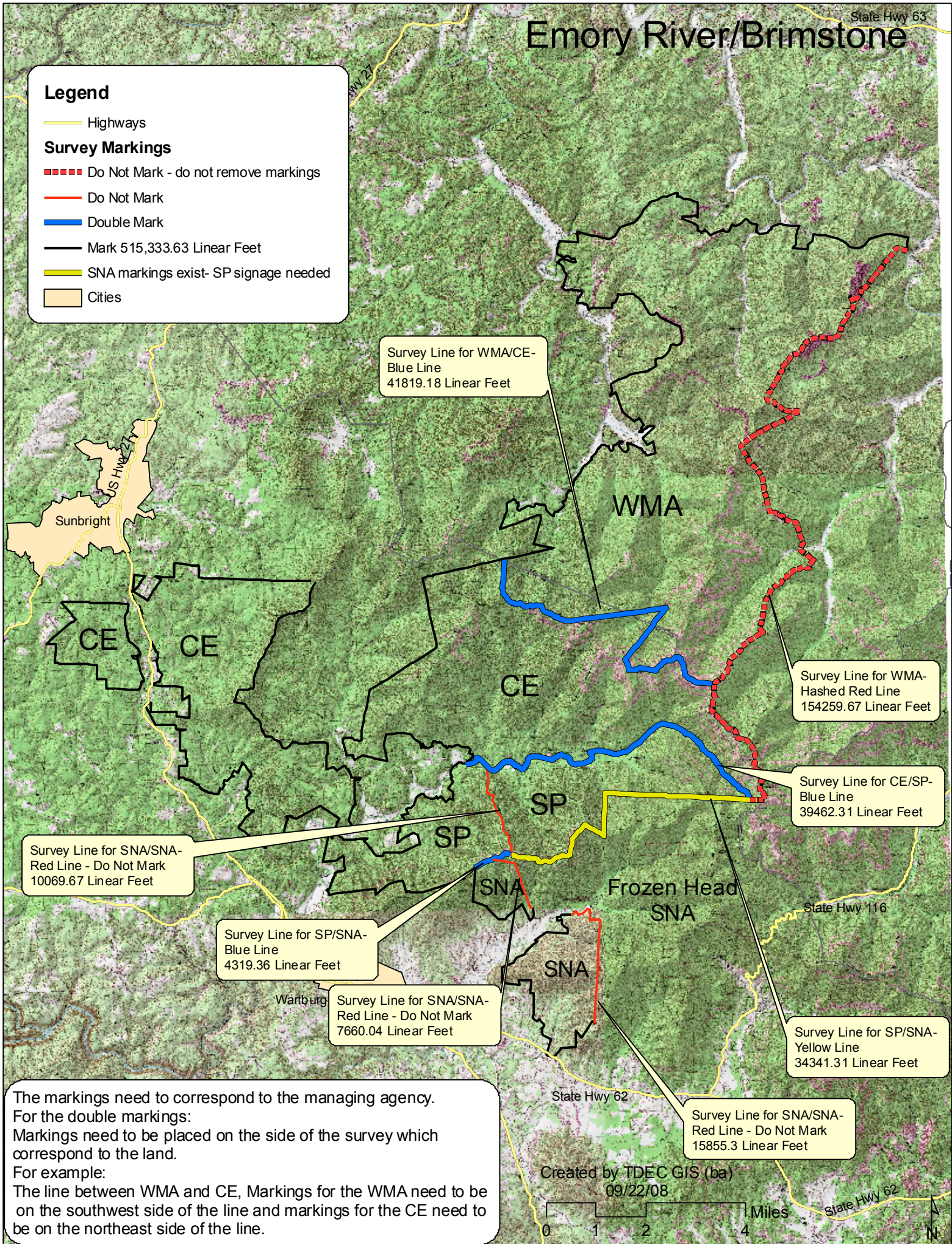
Do Not Mark

Double Mark

Mark 515,333.63 Linear Feet

SNA markings exist- SP signage needed

Cities



The markings need to correspond to the managing agency.

For the double markings:

Markings need to be placed on the side of the survey which correspond to the land.

For example:

The line between WMA and CE, Markings for the WMA need to be on the southwest side of the line and markings for the CE need to be on the northeast side of the line.

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive or president, this document shall attach evidence showing the individual's authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma Contract*.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

TEXT DELETED

PRINTED NAME:

DATE:

**SIGNATURE &
TITLE:**

Signature

Title

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail

ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract “Special Terms and Conditions”).</p> <p>NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><i>Each Proposer must sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>	
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written bank reference, in the form of a standard business letter, indicating that the proposer’s business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months 	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass/Fail
	<ul style="list-style-type: none"> ▪ TEXT DELETED 	
	<p>A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	
	<p>A.4 Provide documentation of a current Tennessee Surveyors License Number</p>	

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
--	--

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B	
PROPOSER NAME:	
SECTION B — QUALIFICATIONS & EXPERIENCE	
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract "Special Terms and Conditions").</p>	
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3 Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5 Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9 Describe the Proposer organization's number of employees, client base, and


Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	location of offices.
	B.10 Provide a narrative description of the proposed project team, its members, and organizational structure.
	B.11 Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	B.12 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	<p>B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> ○ contract description and total value ○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) ○ descriptions of anticipated contracts ○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <p><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service</i></p>

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	<i>needs.</i>	
	<p>B.14 Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the State of Tennessee and all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> ▪ the company name and business address; ▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and ▪ a brief description of the service provided and the period of service. <p>The list of contracts with the State of Tennessee must include:</p> <ul style="list-style-type: none"> ▪ the contract number; ▪ the contract term; and ▪ the procuring state agency for each reference. <p><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided (both state and non-state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></p>	
<p align="center"><i>(Maximum Section B Score = 40)</i></p>		
<p align="center">SCORE (for <u>all</u> Section B items above, B.1 through B.14):</p>		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:				
SECTION C — TECHNICAL APPROACH				
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:</p> <p>0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent</p> <p>The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract "Special Terms and Conditions").</p>				
Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		40	
	C.2 Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		30	
	C.3 Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		30	
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>				
Total Raw Weighted Score <hr/> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>		X 30 <i>(maximum section score)</i>		= SCORE:

ATTACHMENT 6.4

COST PROPOSAL & SCORING GUIDE			
NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.			
PROPOSER NAME:			
SIGNATURE & DATE:			
<p>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer company president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.</p>			
<p align="center">COST PROPOSAL SCHEDULE</p> <p>The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, <i>Pro Forma Contract Scope of Services</i> for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.</p>			
Cost Item Description	Proposed Cost Per Linear Mile Surveyed	Weight	State Use
Linear Mile of Property Surveyed as Required by the Scope of Services <i>(NOTE: thirty percent (30%) of the total amount payable under each invoice shall be retained by the State as detailed in section C.3 of the pro forma contract)</i>	\$ _____	195	
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>			
<p align="right">Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i></p>			
<p>lowest Evaluation Cost Amount from <u>all</u> Proposals</p> <p>_____ X 30 (maximum section score) = SCORE:</p> <p>Evaluation Cost Amount being evaluated</p>			

ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator	Date					
QUALIFICATIONS & EXPERIENCE Maximum Points: 40	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 30						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 30	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	

SURVEYOR’S REPORT

I hereby report that I have made an accurate survey of the premises situated at:
CITY: _____ COUNTY: _____ STATE: _____
known as: _____ and shown on the
accompanying survey plat. In connection with such survey, I have made a
careful inspection of said premises on _____, 20____, and at the time of
inspection, I found to be in possession of said premises: _____,
_____ as owners.

I made a specific examination with respect to the following items and report the existence or non-
existence of evidence of the following: (If none, state none).

1. Rights-of-Way, including those for roads, railroads, lanes, driveways or walks across said premises
serving other property: _____

2. Streams, rivers, ponds, or lakes located, bordering on or running through said premises:

3. Telephone, telegraph or electric power poles or wires overhanging or crossing said premises and serving
other property or properties: _____

4. Underground installations, such as sewer, water pipes, gas or oil pipe lines conduits across said
premises: _____

5. Drainage ditches or underground drain tile across said premises: _____

6. Joint driveways or walkways, party or curtain walls, beam rights, porches, steps or roofs used in
common or joint garages: _____
7. Encroachments or overhanging projections: _____

8. Physical evidence of boundary lines on all sides: _____

9. Any unusual elements of use or procession affecting said premises (parks, cemeteries, etc.):

10. Evidence of new construction, contemplated, commenced, or completed. _____

DATE: _____ SURVEYOR: _____

FILE NO.: _____ TN REG. NO.: _____

TRANSACTION NO.: _____ SIGNATURE: _____